

EXHIBIT "C"

AGREEMENT BETWEEN THE
VILLAGE OF NORRIDGE
&
GHOST INDUSTRIES, LLC

WHEREAS, GHOST INDUSTRIES, LLC ("Ghost") is an Illinois limited liability company which seeks to operate a business at 7601 W. Montrose Ave, Suite 2 (the "Premises") in the Village of Norridge, Illinois ("Norridge");

WHEREAS, Ghost wishes to operate as a weapons dealer out of the Premises;

WHEREAS, Norridge has restrictions on the operation of weapons dealers within its borders in order to safeguard the health and safety of its citizens and their invitees;

WHEREAS, Norridge has enacted an ordinance specifically regulating weapons dealers conduct in Norridge, which ordinance is codified in Chapter 22, Article VIII of the Norridge Code of Ordinances 2002, as amended;

WHEREAS, Ghost recognizes Norridge's concerns about weapons dealers and agrees that the following terms be agreed to in connection with its application for a license to do business as a weapons dealer in Norridge; and

WHEREAS, Norridge and Ghost agree that the following terms will be applied to any license to do business as a weapons dealer in Norridge granted to Ghost.

NOW THEREFORE, Norridge and Ghost agree any license granted to Ghost to do business as a weapons dealer in Norridge be conditioned upon Ghost's compliance with the following terms at all times:

1. Ghost will not physically deliver any firearm or ammunition to any recipient in the Premises other than to its President and Owner and to its employees that successfully pass a Criminal Background Investigation and possess a valid Illinois FOID card. All deliveries sent from the Premises shall be by unmarked packaging if the delivery is of a "used" firearm and shall be delivered in original packaging as provided by the manufacturer, wholesaler, or distributor if it is a "new" firearm and be in secure packaging sent via post office or courier to a licensed federal firearms dealer (FFL);

2. Ghost will not store firearms or ammunition on the Premises overnight or longer than twelve (12) hours during any day. Additionally, any firearms in Ghost's inventory on the Premises will either be disabled by a locking device made for use on firearms or secured in a locked cabinet;

3. Ghost will not maintain a sales or retail display of any firearms or ammunition on the Premises;

4. Ghost will not post or erect any exterior signage indicating to the public that its offices are located on the Premises or indicating the business of Ghost (i.e. weapons sales) and will limit interior signage to that required by state and federal law. Provided, however, that Ghost will be allowed to put its name on one or more interior door to Premises;

5. Ghost will ensure that the only authorized person to receive shipments of firearms and ammunition on behalf of Ghost will be the President and Owner of Ghost (until Ghost can afford to employ others that pass a Criminal Background Investigation and any other applicable requirements of the United States, the state of Illinois, and any other jurisdiction having authority over the Premises);

6. All officers and employees of Ghost on the Premises will submit to an annual Criminal Background Investigation at Norridge's expense and will provide Norridge with such releases as are necessary to effectuate the investigation;

7. Ghost will install and maintain a video surveillance system to record and monitor its office within the limits of its Lease Agreement for the Premises;

8. Ghost will voluntarily offer its President and all of its employees for a fingerprinting by the Norridge Police Department at Norridge's expense;

9. Ghost will agree to receive no more than forty (40) long guns or hand guns at the Premises per month for the first twelve (12) months following the date of this Agreement and the above-referenced amounts shall increase by ten (10) percent twelve (12) months, and twenty four (24) months thereafter, and to have no more than twenty (20) firearms in the Premises at any one time;

10. Ghost will agree to receive no more than four thousand (4,000) rounds per month for the first twelve (12) months following the date of this Agreement and the above-referenced amounts shall increase by ten (10) percent twelve (12) months and twenty four (24) months thereafter, and to have no more than one thousand (1,000) rounds on the Premises at any one time. Provided, however, larger quantities (not in excess of the monthly amount) may be on the Premises for no longer than one (1) hour after they are delivered from the distributor, wholesaler or manufacturer;

11. Ghost will abide by all local, state and federal laws governing its business including, but not limited to Chapter 22, Article VIII of the Norridge Code of Ordinances – 2002, as may be amended from time to time.

12. Ghost will allow without prior notice one (1) random and unannounced on-site inspection of the Premises per month by Norridge inspectors or police at any time during regular business hours or whenever the Premises are occupied, in each case solely to monitor compliance with this Agreement. Additionally, Ghost will allow two (2) such on-site inspections per month

during regular business hours which must be scheduled with Ghost at least twenty-four (24) hours in advance ;

13. Norridge will renew Ghost's License twice annually provided that Ghost remains in compliance with this Agreement and to exempt Ghost from any change in its business license ordinances and rules in any amendments Norridge may make to its Code of Ordinances which directly or indirectly impacts Ghost's business under the Weapons Dealer License granted by Norridge. In the event that Norridge repeals its Weapons Dealer Ordinance within thirty six months of the execution of the Agreement, Norridge will exempt Ghost from the repeal during that period; and

14. In the event that Ghost breaches any of the conditions of this Agreement to do business as a weapons dealer in Norridge and such breach is not cured within three (3) business days after Norridge's delivery of written notice to Ghost specifying the breach, its license will become forfeit and Ghost will cease doing business under that license.

IN WITNESS WHEREOF, the Village and Ghost Industries LLC have caused this instrument to be executed by their appropriate representatives on the day and year first above written.

THE VILLAGE OF NORRIDGE, ILLINOIS a municipal corporation

By: Reedell J. Furt Village President

Dated: 11-30-10

ATTEST:

By: J. D. Diane Bernardi Village Clerk

Dated: 20 September 2010

GHOST INDUSTRIES, LLC an Illinois Limited Liability Company

By: Tony C President

Dated: 11-29-10